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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

11 FITNESS INTERNATIONAL, LLC,) Case No. 8:22-cv-01800-DOC-DFM
12 Plaintiff,)
13 vs.) **SPECIAL VERDICT FORM**
14)
15 LEAH ALSPAUGH and DOES 1 TO 50,) Complaint Filed: October 3, 2022
16 Inclusive,) Final Status Conf: April 17, 2023
17 Defendants.) Trial Date: May 2, 2023
18)
19)
20)

21 We the jury answer the questions as follows:

22
23 **TRADEMARK INFRINGEMENT**

24 **L.A. FITNESS Mark**

25 1. Is one or more of the “L.A. Fitness”, “LA Fitness” and “Pro Results”
26 marks valid, protectable trademarks?

27 Yes ✓

28 No

1 *If your answer is Yes, go to Question 2.*

2 *If your answer is No, go to Question 4.*

3
4 2. Does FITNESS INTERNATIONAL, LLC own the "L.A. Fitness", "LA
5 Fitness" and "Pro Results" marks?

6 Yes ☒

7 No ☐

8 *If your answer is Yes, go to Question 3.*

9 *If your answer is No, go to Question 4.*

10
11 3. Did LEAH ALSPAUGH use one or more of the "L.A. Fitness", "LA
12 Fitness" and "Pro Results" marks, or a similar mark, without FITNESS
13 INTERNATIONAL, LLC's consent in a manner that is likely to cause confusion
14 among ordinary consumers as to the source, sponsorship, affiliation, or approval of
15 the services?

16 Yes ☒

17 No ☐

18 *Go to Question 4.*

19
20
21 4. Did FITNESS INTERNATIONAL, LLC suffer damages as a result of
22 LEAH ALSPAUGH's infringement of its trademark(s)?

23 Yes ☒

24 No ☐

25 *Go to Question 12.*

1 5. Is FITNESS INTERNATIONAL, LLC likely to suffer damages in the
2 future as a result of LEAH ALSPAUGH's infringement of its trademark(s)?

3 Yes ✓

4 No

5 Go to Question 6.

6
7 6. If you answered Yes to Question 4 and/or 5, enter the amount of
8 FITNESS INTERNATIONAL, LLC's damages:

9 Past Damages: \$ 100,000

10 Future Damages: \$ 100,000

11 Go to Question 7.

12
13 **FEDERAL UNFAIR COMPETITION**

14
15 7. Did LEAH ALSPAUGH use in commerce a false designation of the
16 origin of LA Fitness LLC's services?

17 Yes ✓

18 No

19 If your answer is Yes, go to Question 8.

20 If your answer is No, go to Question 10.

21
22 8. Was the false designation(s) of origin likely to cause confusion, mistake
23 or deception as to the affiliation, connection, or association of of LA Fitness LLC
24 with FITNESS INTERNATIONAL, LLC and/or LA Fitness, or as to the origin,
25 sponsorship or approval of LA Fitness LLC's services, or commercial activities by
26 FITNESS INTERNATIONAL, LLC and/or LA Fitness?

27 Yes ✓

28 No

If your answer is Yes, go to Question 9.

If your answer is No, go to Question 10.

9. Was FITNESS INTERNATIONAL, LLC damaged or likely to be damaged by the false designation(s) of origin?

Yes ☒

No ☐

Go to Question 10.

10. Enter the amount of FITNESS INTERNATIONAL, LLC's damages:

Past Damages: \$ 100

Future Damages: \$ 100

Go to Question 11.

COMMON LAW FRAUD

11. Did LEAH ALSPAUGH make representations to FITNESS INTERNATIONAL, LLC, including its employees and representatives, that a fact was true?

Yes ☒

No ☐

Go to Question 12.

12. Did LEAH ALSPAUGH make representations to third parties (other than FITNESS INTERNATIONAL, LLC and its employees and representatives), that a fact was true?

Yes ☒

No ☐

Go to Question 13.

1 13. If you answered Yes to Question 11 or 12, were LEAH ALSPAUGH's
2 representations false?

3 Yes ✓

4 No

5 *If your answer is Yes, go to Question 14.*

6 *If your answer is No, go to Question 20.*

7
8 14. Did LEAH ALSPAUGH know her representations were false when she
9 made them, or make the representations recklessly without regard for their truth?

10 Yes ✓

11 No

12 *If your answer is Yes, go to Question 15.*

13 *If your answer is No, go to Question 20.*

14
15 15. Did LEAH ALSPAUGH intend for FITNESS INTERNATIONAL
16 (including its employees and representatives) and/or third parties to rely on her
17 representations?

18 Yes ✓

19 No

20 *If your answer is Yes, go to Question 16.*

21 *If your answer is No, go to Question 20.*

22 16. Did FITNESS INTERNATIONAL (including its employees and
23 representatives) and/or third parties reasonably rely on LEAH ALSPAUGH's
24 representations?

25 Yes ✓

26 No

27 *If your answer is Yes, go to Question 17.*

28 *If your answer is No, go to Question 20.*

17. Was FITNESS INTERNATIONAL, LLC harmed?

Yes ☒

No ☐

If your answer is Yes, go to Question 18.

If your answer is No, go to Question 20.

18. Was FITNESS INTERNATIONAL, LLC's (including its employees and representatives) or the third party(ies) reliance on LEAH ALSPAUGH's representations a substantial factor in causing FITNESS INTERNATIONAL, LLC's harm?

Yes ☒

No ☐

If your answer is Yes, go to Question 19.

If your answer is No, go to Question 20.

19. If you answered Yes to Question 18, enter the amount of FITNESS INTERNATIONAL, LLC's damages:

Past Damages: \$ 100

Future Damages: \$ 100

Go to Question 20.

**INTENTIONAL INTERFEENCE WITH PROSPECTIVE ECONOMIC
ADVANTAGE**

20. Were FITNESS INTERNATIONAL, LLC and any third party in an economic relationship that probably would have resulted in an economic benefit to FITNESS INTERNATIONAL, LLC?

Yes ☒

No ☐

1 *If your answer is Yes, go to Question 21.*

2 *If your answer is No, go to Question 28.*

3
4 21. Did LEAH ALSPAUGH know of the relationships?

5 Yes ☒

6 No ☐

7 *If your answer is Yes, go to Question 22.*

8 *If your answer is No, go to Question 28.*

9
10 22. Did LEAH ALSPAUGH engage in conduct to interfere with the
11 relationships?

12 Yes ☒

13 No ☐

14 *If your answer is Yes, go to Question 23.*

15 *If your answer is No, go to Question 28.*

16
17 23. By engaging in this conduct, did LEAH ALSPAUGH intend to disrupt
18 the relationships?

19 Yes ☒

20 No ☐

21 *If your answer is Yes, go to Question 24.*

22 *If your answer is No, go to Question 28.*

23
24 24. Was the relationship disrupted?

25 Yes ☒

26 No ☐

27 *If your answer is Yes, go to Question 25.*

28 *If your answer is No, go to Question 28.*

1 25. Was FITNESS INTERNATIONAL, LLC harmed?

2 Yes ☒

3 No ☐

4 *If your answer is Yes, go to Question 26.*

5 *If your answer is No, go to Question 28.*

6
7 26. Was LEAH ALSPAUGH's conduct a substantial factor in causing
8 FITNESS INTERNATIONAL, LLC's harm?

9 Yes ☒

10 No ☐

11 *If your answer is Yes, go to Question 27.*

12 *If your answer is No, go to Question 28.*

13
14 27. If you answered Yes to Question 26, enter the amount of FITNESS
15 INTERNATIONAL, LLC's damages:

16 Past Damages: \$ 100

17 Future Damages: \$ 100

18 *Go to Question 28.*

19
20
21 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

22 28. Was there a contract between FITNESS INTERNATIONAL, LLC and a
23 third party?

24 Yes ☒

25 No ☐

26 *If your answer is Yes, go to Question 29.*

27 *If your answer is No, go to Question 35.*

1 29. Did LEAH ALSPAUGH know of the contract?

2 Yes ☒

3 No ☐

4 *If your answer is Yes, go to Question 30.*

5 *If your answer is No, go to Question 35..*

6
7 30. Did LEAH ALSPAUGH's conduct prevent performance of the contract,
8 or make performance more expensive or difficult?

9 Yes ☒

10 No ☐

11 *If your answer is Yes, go to Question 31.*

12 *If your answer is No, go to Question 35.*

13
14 31. Did LEAH ALSPAUGH intend to disrupt the performance of this
15 contract, or know that disruption of performance was certain or substantially certain
16 to occur?

17 Yes ☒

18 No ☐

19 *If your answer is Yes, go to Question 32.*

20 *If your answer is No, go to Question 35.*

21 32. Was FITNESS INTERNATIONAL, LLC harmed?

22 Yes ☒

23 No ☐

24 *If your answer is Yes, go to Question 33.*

25 *If your answer is No, go to Question 35.*

26
27 33. Was LEAH ALSPAUGH's conduct a substantial factor in causing
28 FITNESS INTERNATIONAL, LLC's harm?

Yes ✓

No

If your answer is Yes, go to Question 34.

If your answer is No, go to Question 35.

34. If you answered Yes to Question 33, enter the amount of FITNESS INTERNATIONAL, LLC's damages:

Past Damages: \$ 100

Future Damages: \$ 100

Go to Question 35.

PUNITIVE DAMAGES

35. Did LEAH ALSPAUGH engage in conduct with malice, oppression, or fraud?

Yes ✓

No

If your answer is Yes, go to Question 36.

If your answer is No, stop here, and have the presiding juror sign and date this form, below.

36. What amount of punitive damages, if any, do you award to FITNESS INTERNATIONAL, LLC:

\$ 401,600.

37. TOTAL DAMAGES: Please total the amounts in your response to Questions 6, 10, 19, 27, 34 and 36: \$ ~~602~~. 602,400.

1 You have now completed this Verdict Form. The Presiding Juror should sign the
2 Form below, and notify the Clerk that you have reached a verdict.

3
4 Dated: 5/4/2023



5 Presiding Juror